

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

**LILIA PERKINS v. PHILIPS ORAL
HEALTHCARE, INC., et al.**

Case No. 12-CV-1414H BGS
Class Action

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU ARE A CALIFORNIA RESIDENT WHO PURCHASED A NEW PHILIPS SONICARE AIRFLOSS (“AIRFLOSS”) IN CALIFORNIA BETWEEN JANUARY 1, 2011 AND JUNE 24, 2013 (“CLASS PERIOD”), THIS NOTICE INFORMS YOU OF A PROPOSED CLASS ACTION SETTLEMENT THAT COULD AFFECT YOUR LEGAL RIGHTS

A California federal court (the “Court”) has authorized this Notice. This is not a solicitation from a lawyer.

The Proposed Settlement¹ provides benefits to certain California residents who purchased a new Philips Sonicare AirFloss in California between January 1, 2011 and June 24, 2013.

If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Read this Notice carefully.

Your Legal Rights and Options as a Member of the Settlement Class:	
Submit a Claim Form by [date].	The only way to receive a voucher.
Exclude Yourself from the Proposed Settlement (“Opt Out”) By [date].	Get no voucher. This is the only option that allows you to pursue claims against Defendants about the legal claims in this case.
Object by [date].	Write to the Court if you do not like the Proposed Settlement and tell the Court why you think it should not be approved.
Go to the Hearing on [date] at [] a.m./p.m.	Tell the Court in person what you think about the fairness of the Proposed Settlement.
Do Nothing	Get no voucher. Give up your legal rights.

These rights and options are explained in this Notice.

The Court presiding over this case still has to decide whether to approve the Proposed Settlement. Vouchers will be distributed if the Court approves the Proposed Settlement and after any appeals are resolved. Please be patient.

¹ Capitalized terms used in this Notice of Class Action and Proposed Settlement are meant to refer to the terms in the Stipulation of Class Action Settlement (“Proposed Settlement”), which is available at www.PhilipsAirFlossSettlement.com. Further, this Notice is intended simply to summarize the terms of the Proposed Settlement and is not intended to alter or modify the Proposed Settlement in any way. To the extent there are any inconsistencies, the Stipulation of Class Action Settlement filed with the Court controls.

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Basic Information

1) Introduction

This Notice applies to any California resident that purchased a Philips Sonicare AirFloss (“AirFloss”) in California between January 1, 2011 and June 24, 2013. The Court ordered the publication of this Notice to provide Settlement Class Members with notice that they may be eligible for benefits under a proposed class action settlement relating to the AirFloss (the “Proposed Settlement”). You have the right to know about the Proposed Settlement in a class action lawsuit, and what your options are, before the Court decides whether to approve the Proposed Settlement. This Notice discusses the lawsuit, the Proposed Settlement, your legal rights and the consequences of failing to act, who is eligible for benefits under the Proposed Settlement, and how to get them.

The Court presiding over the case is in the United States District Court for the Southern District of California, and the case caption is *Lilia Perkins v. Philips Oral Healthcare, Inc., et al.*, Case No 12-CV-1414H BGS. Plaintiff in this case seeks certification as a class action lawsuit. In a class action, one or more people sue on behalf of the people who have similar claims (the “Class”). Plaintiff also seeks class certification for purposes of the Proposed Settlement. All people in the Proposed Settlement Class collectively are known as “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who request exclusion from the Proposed Settlement Class. The consumer who brought the lawsuit is the “Plaintiff,” and the companies she sued (Philips Oral Healthcare, Inc. and Philips Electronics North America Corporation, collectively “Philips”) are the “Defendants.”

Here, Philips marketed and sold the AirFloss. Plaintiff claims that Philips violated certain California laws in the marketing and sale of AirFloss. Philips denies these allegations and denies any wrongdoing or liability to Plaintiff or the Settlement Class. Plaintiff and Philips have reached a Proposed Settlement to resolve the case. The Court has preliminarily approved the Proposed Settlement and, if it is finally approved, you may be entitled to a voucher if you purchased an AirFloss in California. If the Court approves the Proposed Settlement, the lawsuit will be dismissed with prejudice, and Settlement Class Members who do not take steps to opt out of the Settlement will be bound by the Settlement and the dismissals and will no longer have the right to bring the same claims against Philips.

2) Why Should I Read This Notice?

Because you may be a Settlement Class Member, your legal rights may be affected if the Proposed Settlement is finally approved by the Court.

The purpose of this Class Notice is to inform you about (1) what this case is about; (2) the terms of the Proposed Settlement; (3) how the Proposed Settlement may affect your rights; (4) your rights and options with respect to the lawsuit, including the right to object to the Proposed Settlement or exclude yourself from the Settlement Class if you choose not to participate; and (5) the hearing to be held by the Court to consider whether the Proposed Settlement should be finally approved.

This Notice, which has been approved by the Court, is only a summary of the Proposed Settlement. You can find out more details by obtaining a copy of the Stipulation of Class Action Settlement, dated as of May 20, 2013, at www.PhilipsAirFlossSettlement.com, by requesting one from the Settlement Administrator at the toll free number: 1-877-421-6828. Further, this Notice is intended simply to summarize the terms of the Proposed Settlement and is not intended to alter or modify the Proposed Settlement in any way. To the extent there are any inconsistencies, the Stipulation of Class Action Settlement filed with the Court controls, and a copy of the same can be found at the settlement website.

3) What Is this Lawsuit About?

Defendant Philips marketed and sold a product called the Philips Sonicare AirFloss (“AirFloss”). Plaintiff filed a lawsuit about AirFloss in United States District Court for the Southern District of California. Plaintiff sought class action status so that she could serve as a representative of all California residents who purchased AirFloss in California between January 1, 2011 and June 24, 2013. Plaintiff made claims against Philips for violation of certain California state laws, alleging that Philips advertised AirFloss as “An Easier Way to Floss” and represented that AirFloss replaces flossing. Philips moved to dismiss the case, and the Court granted Philips’ motion in part and denied the motion in part. Following settlement talks between the parties, including at an Early Neutral Evaluation Conference presided over by the Honorable Bernard G. Skomal, the parties reached a negotiated settlement. The Court has provisionally certified the Settlement Class for purposes of the Proposed Settlement. The Court appointed Plaintiff’s counsel, the law firm of Hiden, Rott & Oertle, LLP, as Counsel for the Settlement Class.

Class Counsel believes that the claims asserted in the case have substantial merit. However, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Class Counsel have concluded that the Proposed Settlement is fair, reasonable, adequate and in the best interests of Plaintiff and the Class.

Although Philips denies wrongdoing of any kind, denies all of Plaintiff’s allegations in the Amended Complaint, and believes that the lawsuit is without merit, Philips also has taken into account the uncertainty, risk, delay and costs inherent in litigation and agreed to enter into the Proposed Settlement to avoid any further litigation expenses and inconvenience, and to remove the distraction of burdensome and protracted litigation.

Who Is in the Settlement Class?

4) How Do I Know if I am Part of the Settlement Class?

If you fit this description, you are considered a “Settlement Class Member”:

All California residents who purchased a new Philips Sonicare AirFloss in California between January 1, 2011 and June 24, 2013. Excluded from the Settlement Class are: (1) any Person that has already obtained any refund from Philips or any retailer in connection with the AirFloss for which the Class Members seek relief in this case, (2) any Person who files a valid, timely Request for Exclusion; (3) any Person who purchased an AirFloss, but gave it away as a gift; and (4) any Judges to whom this Action is assigned and any member of their immediate families.

If you fall within this definition, you may be a member of the Settlement Class unless you exclude yourself by “opting out” as described in this Notice. Settlement Class Members who do not exclude themselves will be bound by the Proposed Settlement if it is approved by the Court and can never again bring a lawsuit based on any Released Claims or based upon the dismissal with prejudice to be entered by the Court. The dismissals with prejudice are independent of the releases and could bar certain claims. Persons who exclude themselves from the Settlement Class will neither benefit from, nor be bound by the terms of, the Proposed Settlement.

5) What Product Is Included in the Proposed Settlement?

Any new Philips Sonicare AirFloss purchased by a current California resident between January 1, 2011 and June 24, 2013 in California is included in the Proposed Settlement.

The Settlement Benefits—What Do You Get?

6) What Can I Get From the Proposed Settlement?

The Settlement Class Members have been divided into two Tiers. Settlement Class Members who possess Proof of Purchase (as defined in the Stipulation of Class Action Settlement) are eligible for Tier 1 benefits as follows:

- Tier 1 Settlement Class Members who submit a valid and timely Claim and provide proof that they purchased a **double-pack** AirFloss are eligible to receive a voucher for **\$33.00**.
- Tier 1 Settlement Class Members who submit a valid and timely Claim and provide proof that they purchased a **single-pack** AirFloss are eligible to receive a voucher for **\$23.00**.

Settlement Class Members who do not possess Proof of Purchase, but who submit a valid and timely Claim, including an attestation that they purchased a new AirFloss, are eligible for Tier 2 benefits.

- Tier 2 Settlement Class Members are eligible to receive a voucher for **\$7.00**.

7) Are There Any Limits on the Recovery?

There is no limit on the total number of vouchers that can be distributed to the Settlement Class as a whole. There is also no limit on the total value of the voucher payments to be paid to the Settlement Class as a whole under the Settlement. If you are a Tier 1 Settlement Class Member you can receive up to two vouchers per household. If you are a Tier 2 Settlement Class Member you are limited to one voucher per household.

8) How Do I File a Claim and Get a Voucher?

To receive a voucher you must obtain a Proof of Claim Form (“Claim Form”) at www.PhilipsAirFlossSettlement.com or by calling 1-877-421-6828, follow all instructions and submit the requested paperwork about your Claim by [date], 2013.

Please be careful to read and follow all the instructions on the Claim Form and submit all requested paperwork about your Claim, so that your Claim can be approved. A Claim Form, together with instructions, are attached to this document. Additional copies are available for downloading at www.PhilipsAirFlossSettlement.com, calling 1-877-421-6828, or by writing to the Settlement Administrator at Philips AirFloss Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614. The Claim Form must be signed by you under penalty of perjury under the laws of the United States.

If you receive a Voucher as part of the Proposed Settlement, it may be used to purchase any (i) Philips audio or video products (excluding televisions), (ii) Philips Norelco shaving and grooming products, (iii) Philips Sonicare oral care products, (iii) Philips accessories, and (iv) Avent-branded products (collectively the “Eligible Products”). The Voucher shall be transferable and it must be used within twelve months after issuance. After that date the Voucher will become valueless. Lost or stolen Vouchers will not be replaced or reissued.

The Settlement Administrator, who has been appointed by the Court, has the authority to accept or reject your Claim according to the terms and conditions set forth in the Stipulation of Class Action Settlement. The Settlement Administrator may contact you to validate and verify your claims. Issues regarding the validity of Claims that cannot be resolved by the Settlement Administrator shall be submitted to Counsel for Philips and Class Counsel for resolution and, if no resolution is reached, to the Court. By filing a Claim, you are consenting to the Court’s jurisdiction to resolve any disputes about your Claim.

9) When Would I Get My Voucher?

The Court will hold a hearing on **[], 2013 at [] a.m./p.m.** to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement after that, there may be appeals. It is always uncertain when any appeals will be resolved, and it may take more than a year. Settlement Class members who submit a Claim Form will be informed of the progress of the Proposed Settlement. Please be patient.

10) Will the Class Representative and Class Counsel Receive Payments Under the Proposed Settlement?

Philips has agreed that the Class Representative shall, with the approval of the Court, be able to obtain compensation of up to \$750, in addition to a voucher as specified above, for her role in obtaining the Proposed Settlement described herein.

Further, Class Counsel is seeking an award of up to \$114,500 for its role in acting as counsel to the Settlement Class. Philips does not object to this request.

11) Tax Consequences of the Proposed Settlement

Filing a Claim under the Stipulation of Class Action Settlement may have tax consequences for you, depending upon your individual circumstances. You should consult your personal tax advisor regarding the tax consequences of the Proposed Settlement and any tax reporting obligations with respect thereto. No opinion concerning the tax consequences of the Proposed Settlement to any Settlement Class Member is being given, or will be given, by Philips, Philips' Counsel, Class Counsel, or the Settlement Administrator. None of the Parties to the lawsuit, their lawyers, or the Court is providing any representation or guarantee as to the tax consequences of the Proposed Settlement to any Class Member. Each Settlement Class Member is solely responsible for his/her tax reporting and other obligations with respect to the Proposed Settlement, if any.

12) What Am I Giving Up to Stay in the Class and Receive Benefits Under the Proposed Settlement?

If you meet the definition of "Settlement Class Member," you are part of the Class unless you file a Request for Exclusion. As part of the Settlement Class, you will be bound by the Proposed Settlement and the Court orders and will be bound by all proceedings, orders and judgments in the case.

Also, during the time that the Settlement is being considered, the Court has entered an order barring further litigation against Philips for any of the claims that will be Released Claims until the final hearing on the Proposed Settlement.

When and if the Proposed Settlement is approved, all Settlement Class Members who do not file a "Request for Exclusion" and every "Releasing Party" (as defined in the Stipulation of Class Action Settlement) will be deemed to release every "Released Party" (as defined in the Stipulation of Class Action Settlement) of any liability for every "Released Claim" (as defined in the Stipulation of Class Action Settlement) relating to AirFloss. In the Stipulation of Class Action Settlement, the "Released Party" includes Philips, its distributors and retailers marketing or selling the AirFloss. The dismissals are independent of the releases provided in this Settlement. Settlement Class Members will also provide a "Covenant Not To Sue" (as defined in the Stipulation of Class Action Settlement).

When and if the Court enters the final judgment and approves the Proposed Settlement, Settlement Class Members will be deemed to have given up all their rights as to the Released Claims and will be barred from suing the "Released Party" (again, as defined in the Stipulation of Class Action Settlement), which includes Philips, any AirFloss retailers and distributors or the other Released Parties. In addition, Settlement Class Members will be bound by a Covenant Not to Sue. Also, when the Proposed Settlement becomes effective, each of the Released and Releasing Parties shall be deemed to mutually release one another, and their respective affiliates, employees,

officers and directors, and representatives from all claims relating to this lawsuit, as described in more detail in the Proposed Settlement. Separately and in addition, Philips shall obtain the benefits of a dismissal of the case against it with prejudice.

Settlement Class members and the Released Parties may still seek the assistance of the Court to enforce the Stipulation of Class Action Settlement, and the Court will continue to oversee the lawsuit in order to interpret and enforce the Proposed Settlement.

If you are a Settlement Class Member, you may choose, at your own expense, to enter an appearance in this lawsuit personally or through a lawyer of your choice. If you do not enter an appearance before [date], your interests will be represented by the Class Counsel listed below.

How Can You Exclude Yourself from the Proposed Settlement?

If you are a Settlement Class Member, you will automatically be bound by the terms of the Proposed Settlement, unless you take affirmative steps to get out of the Settlement Class. This is called “excluding yourself” or “opting out” of the Proposed Settlement and the Settlement Class.

13) How Do I Exclude Myself from the Proposed Settlement?

To exclude yourself or “opt out” from the Proposed Settlement, you must send a written Request for Exclusion to the Settlement Administrator post-marked by [date] to Philips AirFloss Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614.

You must **personally** sign the Request for Exclusion and include: (1) your name; (2) your address and telephone number; and (3) a statement that you wish to be excluded from the Settlement Class and from participating in the proposed Settlement. Requests for Exclusion will be accepted only from the individual signing the Request. So-called “mass” or “class” opt-outs are not permitted.

If you “opt out” of the Settlement Class, you will not: (1) be legally bound by anything that happens in this lawsuit; (2) get any voucher; (3) gain any rights under the Proposed Settlement; or (4) be able to object to any aspect of the Proposed Settlement.

14) If I Exclude Myself, Can I Get a Voucher in the Proposed Settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for a voucher. Also, you cannot object to the Proposed Settlement. But, you may sue Philips in the future about the AirFloss on your own and at your own expense.

15) How Do I Tell the Court that I Do Not Like the Proposed Settlement?

If you’re a Settlement Class Member, you can object to the Proposed Settlement if you don’t like any part of it. You can also give reasons why you think the Court shouldn’t approve it. The Court will consider your views so long as you follow the directions below.

To object, you must send a letter as discussed below, saying that you object to the Proposed Settlement in *Perkins v. Phillips Oral Healthcare, Inc., et al.*, and explain all of your objections and the reasons why you think the Proposed Settlement should not be approved by the Court. You must also state whether you intend to appear personally at the Final Approval Hearing, or have your attorney make an appearance. Be sure to include your name, address, telephone number, and either Proof of Purchase of an AirFloss or an attestation that you purchased an AirFloss. You must send the objection to Class Counsel, Philips’ Counsel and the Settlement Administrator, postmarked by no later than [date], at the following addresses:

CLASS COUNSEL	PHILIPS' COUNSEL	SETTLEMENT ADMINISTRATOR
Michael Ian Rott Eric M. Overholt HIDEN, ROTT & OERTLE, LLP 2625 Camino del Rio South, Suite 306 San Diego, California 92108	Michael H. Steinberg Brian R. England SULLIVAN & CROMWELL LLP 1888 Century Park East, Suite 2100 Los Angeles, California 90067	Philips AirFloss Settlement c/o Dahl Administration P.O. Box 3614 Minneapolis, Minnesota 55403-0614

16) What Is the Difference Between Excluding Myself and Objecting to the Proposed Settlement?

Objecting is simply telling the Court that you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Final Approval Hearing

The Court will hold a "Final Approval Hearing" to decide whether to approve the Proposed Settlement. You may attend and ask to speak at that hearing, but you do not have to.

17) When and Where Is the Hearing?

The Court scheduled a hearing for final approval of the Proposed Settlement on [date], at [] a.m./p.m., in Courtroom 15A, at the United States District Court for the Southern District of California, located at 333 West Broadway, Suite 1510, San Diego, California 92101. The Court may reschedule the Final Approval Hearing without further notice.

At the hearing, the Court will consider whether the Proposed Settlement is fair, reasonable and adequate, and whether to enter final judgment in light of the Proposed Settlement. The Court will consider how much Philips will pay Class Counsel and what incentive award Philips will pay the Class Representative. After the hearing, the Court will make the final decision on these issues. We do not know how long it will take for the Court to make the final decision.

18) May I Speak at the Hearing?

You may, but need not, ask the Court for permission to speak at the Final Approval Hearing to object to: (i) the Proposed Settlement; (ii) dismissal of this lawsuit in light of the Proposed Settlement; (iii) the Release of Settlement Class Members' claims against Philips and the other Released Parties; (iv) the request of Class Counsel for attorneys' fees and expenses; or (v) the request of the Settlement Class Representative for an incentive award.

To speak at the hearing, you must send a letter called a "Notice of Intention to Appear in Perkins v. Phillips Oral Healthcare, Inc., et al." Be sure to include your name, address, telephone number, and either a Proof of Purchase of an AirFloss or attestation that you purchased an AirFloss and serve or postmark the letter no later than [date]. You must send your letter to Class Counsel, Philips' Counsel, and to the Settlement Administrator at the addresses on page [add], in question 15.

Any Settlement Class Member who does not make his or her objections according to all these requirements waives their objections to the Proposed Settlement, to payment of Class Counsel for attorneys' fees and expenses, and to payment of incentive awards to Settlement Class Representatives.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

19) What Happens if the Proposed Settlement Is Approved?

When and if the Court approves the Proposed Settlement after the Final Approval Hearing, the Court will enter a “Final Judgment” which, among other things, will:

- Order all the Parties to carry out the terms of the Proposed Settlement;
- Dismiss the lawsuit against Philips with prejudice; and
- Put into effect the Releases and Covenant Not to Sue detailed above.

20) What if the Court Does Not Approve the Settlement?

If the Court does not approve the Proposed Settlement, you will not receive a voucher as described in this Notice. However, even if the Court does not award Class Counsel attorneys’ fees and expenses, or Plaintiffs’ incentive awards, but nonetheless approves the Proposed Settlement, the Proposed Settlement will still go through and you may receive a voucher as described in this Notice.

If the Proposed Settlement fails for any reason, no Settlement Class Member will be legally affected by the Proposed Settlement or anything else in this lawsuit, all the Parties in this lawsuit will be back where they were before the Proposed Settlement was reached, and no Party may use or refer to the Stipulation of Class Action Settlement to the disadvantage of the other Party.

Who Is Representing You?

21) Do I Have a Lawyer in This Case?

The Court assigned the following attorneys to represent you and the other Settlement Class Members:

Michael Ian Rott
Eric M. Overholt
HIDEN, ROTT & OERTLE, LLP
2625 Camino del Rio South, Suite 306
San Diego, CA 92108

Together the lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by a different lawyer, you may hire one at your own expense.

You are also represented by the Plaintiff, Lilia Perkins, whom the Court assigned to serve as a “Class Representative” for you and the other Settlement Class Members.

22) How Will My Representatives Be Paid?

The Class Counsel will apply to the Court for their fees and expenses up to \$114,500, to which Philips does not object. This will not affect the amount of relief available to any Settlement Class Member. Philips also agreed to pay up to \$750 to the Class Representative as an “incentive award” if approved by the Court, which will also not affect the amount of relief available to the Settlement Class.

Getting More Information

23) Are More Details About the Proposed Settlement Available?

This Notice is just a summary of the Proposed Settlement and may not answer all your questions. There are

more details in the Stipulation of Class Action Settlement and the “Exhibits” to the Stipulation of Class Action Settlement, including the Claim Form.

24) How Do I Get More Information?

For more information, visit www.PhilipsAirFlossSettlement.com or contact the Settlement Administrator directly by calling 1-877-421-6828, or by writing to:

Philips AirFloss Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

You may also read the papers about this lawsuit at the Office of the Clerk of the Court, United States District Court for the Southern District of California, 333 West Broadway, San Diego, California 92101.

You may seek advice from your attorney at your own expense.

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, PHILIPS’ COUNSEL, OR PHILIPS FOR INFORMATION. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLASS COUNSEL AND THE SETTLEMENT ADMINISTRATOR AT THE NUMBERS OR ADDRESSES PROVIDED ABOVE.